

**PLACER COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

*on behalf of the*

**Department of Public Works**



**REQUEST FOR STATEMENTS OF QUALIFICATIONS**

*for*

**GEOTECHNICAL ENGINEERING AND MATERIALS  
TESTING SERVICES**

**RFQ No. 10127**

**Release Date: November 1, 2011**

**Submittal Deadline: November 30, 2011  
not later than 5:00:00 PM (Pacific)**

Placer County RFQ No. 10127

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**ATTACHMENTS**

- A. Sample Contract
- B. DBE/UDBE Forms

## 1.0 INTRODUCTION

The County of Placer is soliciting sealed Statements of Qualifications (SOQ) from Geotechnical Engineering firms (appropriate professional registration required) to provide geotechnical engineering design services and materials testing services for various public works projects. Work may include design of roadway structural sections, foundation recommendation and design for bridges, geotechnical reports, materials testing, erosion control, expert witness services, or geotechnical design of other public works facilities associated with the existing County road system.

The purpose of this Request for Qualifications (RFQ) is to replace the geotechnical engineering services discipline of Qualified List No. 9745, and establish two new lists of qualified firms to provide geotechnical engineering design services and/or preparation of project specifications and plans for eventual construction for small to medium sized projects and/or materials testing on an as needed basis. One list will be for the area of Placer County located west of Donner Summit and the other list will be for the area of Placer County located east of Donner summit. The County intends to name approximately six (6) firms to each list, which shall be valid for three (3) years from the date of award, with the option to renew for two additional one-year periods.

Firms responding to this RFQ shall clearly state in their cover letter the area(s) that they would like to be considered for. Firms that wish to be considered for both lists should turn in separate SOQ's for each area as they will be evaluated by different panels. The County may use the resulting lists of consultants for Blanket Purchase Order (BPO) agreements that will be utilized on an "as needed" basis depending on available funding, staffing levels, and shifting priorities of projects.

The County makes no specific guarantee of a minimum or maximum amount of services which shall be requested of any firm who is named to the Qualified List. The County will assign work by soliciting informal proposals from one or more of the Contractors from the Qualified List for specific tasks, and will make awards based on the experience and expertise required for the work, proposer's current workload, ability to respond, or other relevant criteria. Award of contracts and delivery of services are further described in **Section 7.0**.

This RFQ includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFQ in writing to:

Ben Bramer  
Placer County Procurement  
2964 Richardson Drive  
Auburn, CA 95603  
Phone: (530) 889-4257  
Email: [bbramer@placer.ca.gov](mailto:bbramer@placer.ca.gov)

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFQ will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

**It is the proposer's sole responsibility to monitor this website for possible addenda to this RFQ.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

## 2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFQ. Any change in the scheduled dates for the Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for Final Questions	November 21, 2011
Submission Deadline	November 30, 2011
Evaluation of Responses	December 1, 2011 - January 13, 2012
Board Approval of Qualified List	February, 2012

## 3.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract.

## 4.0 BACKGROUND

Placer County is located north of Sacramento County, and extends from the Sacramento Valley to the Lake Tahoe Basin. Periodically, the County needs to contract with professional engineering firms when workload exceeds staff resources to complete a project design in a timely manner, or when special projects develop which are added to the budgeted workload. These projects may have a design budget from less than \$10,000 and up to \$500,000. The County is seeking firms that have strong geotechnical engineering design and materials testing skills, depth of resources, and sensitivity to the local and regulatory issues. The firm should have knowledge of the Placer County Land Development Manual and the Placer County Stormwater

Management Manual as well as knowledge of Caltrans design procedures, Caltrans Standard Plans and Standard Specifications.

## **5.0 SCOPE OF SERVICES**

The County is seeking firms that have strong Geotechnical Engineering and materials testing skills, with particular emphasis on related depth of staff resources, and sensitivity to local and regulatory issues. All firms who wish to be considered for any of the work described herein should have general knowledge of the following as applicable to the discipline of Geotechnical Engineering:

- Placer County Land Development Manual (LDM);
- Placer County Stormwater Management Manual (SWMM);
- Caltrans design procedures, Standard Plans and Standard Specifications;
- Caltrans Standard Test Methods
- ASTM Standard Test Methods
- Civil engineering standards for water quality treatment and related environmental controls typical of Placer County;
- Placer County, its environment, and the relevant concerns of the communities and regulatory agencies (consultants may assist in community presentations and assessment of the consistency of projects with local plans and planning standards);
- California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes for developing environmental documents;
- Development codes administered by the Placer County Transportation Planning Agency; and
- Local regulatory and funding policies administered by Caltrans, the US Forest Service, US Army Corps of Engineers, Tahoe Regional Planning Agency, California Tahoe Conservancy, California Department of Fish and Game, and California Regional Water Quality Control Board (CRWQCB).

In addition, firms may be responsible for agency approvals and compliance unless indicated otherwise. Agencies involved in the approval process may include the following:

- Placer County Department of Public Works
- Federal Highway Administration
- Caltrans
- Central Valley or Lahontan Regional Water Quality Control Board (Report of Waste Discharge and Construction Activity Stormwater Permits - NPDES)
- CA Dept. of Fish & Game (Stream Alteration Permits, if needed)
- Tahoe Regional Planning Agency
- California Tahoe Conservancy
- U.S. Forest Service
- Army Corp of Engineers
- Bureau of Reclamation
- U.S. Fish and Wildlife
- Central Valley Flood Protection Board

Your firm will be required to provide reports, specifications, and plans in the required format specified by the County including, but not limited to:

- Soft copy versions in AutoCAD Civil 3D 2011 or newer,
- Microsoft Word 2007 or newer,
- Microsoft Excel 2007 or newer,
- Microsoft Project 2007 or newer.

Firms who wish to be considered should have experience in performing materials testing, geotechnical investigations and preparing geotechnical reports needed for local agency bridge and roadway projects including emergency slide repairs. Engineering work will generally include geotechnical investigation, analysis, and preparation of reports and technical memoranda and will generally include site visits, obtaining all necessary permits / notifying Underground Service Alert (USA), field exploration, laboratory testing, and preparation of applicable foundation reports in general conformance with Caltrans standards. Work for slide repair projects will also include the preparation of plans, specifications, and estimates.

## 6.0 DBE / UDBE REQUIREMENTS

In April of 2009, the Placer County Board of Supervisors approved and adopted the 2009 Disadvantaged Business Enterprise (DBE) Implementation Agreement establishing Placer County's DBE Goal and Methodology providing for a Race-Conscious (RC) and Race-Neutral goal program. Adoption of the 2009 Implementation Agreement is a requirement for local agencies to obtain federal transportation funding for consultant and construction contracts awarded after June 2, 2009.

The goal of the program is to insure non-discrimination and create a level playing field in which DBEs can compete fairly for Department of Transportation (DOT)-assisted contracts. The new DBE Program includes a Race-Conscious component (RC DBE Program) that will require new race-conscious contract specific goals to be incorporated into all DOT-funded consultant and construction contracts. ***Race-Conscious contract goals and Good Faith Efforts will be limited to Underutilized DBEs (UDBE): African American, Native American, Asian Pacific American, and Women.***

Placer County would like to *emphasize the importance* of the new RC-DBE Program that requires certain information and forms to be submitted regarding all DBE and UDBE participation and utilization.

The following forms have been included in this RFQ as Attachment B:

- Exhibit 10-I – Notice to proposers Disadvantaged Business Enterprise Information
- Exhibit 10-O (1) – Local Agency Bidder/Proposer UDBE Commitment (Consultant Contract)
- 10-O (2) – Local Agency Bidder/Proposer DBE Information (Consultant Contract)
- Exhibit 15-H – UDBE Information – Good Faith Effort

- Exhibit CEM-2402F – Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors

Because this RFQ is being solicited to generate an approved list of Geotechnical Engineering Consultants, we are requesting that all firms responding to this RFQ make a Good Faith Effort to achieve the County's overall annual UDBE Contract Goal when establishing their team. As each individual contract or purchase order is awarded from this pre-approved list, the UDBE forms will need to be submitted and consultants will be encouraged to obtain additional UDBEs where applicable (traffic control, drilling, potholing, etc). Each individual Purchase Order or Contract generated from this RFQ will require the submittal of all DBE Program forms included as Attachment B. Your firm's response to this RFQ should include the necessary sub consultants to meet a range of contract specific UDBE goal requirements. Complete submittals of these forms are essential to the overall success of this program; are required by the Federal laws providing funding, and can be a condition of award for a contract or purchase order. It is important these forms and documents are accurately and completely filled out with response to all questions in regards to DBEs and UDBEs; reference to attachments and exhibits should be clearly referred to and displayed. When completing the required information it is helpful to have the forms *typed* or *clearly* printed.

The County has established an overall annual UDBE Contract goal of 4.1%. However, specific contracts may have either a greater or lesser goal. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as sub consultants or document a good faith effort to meet the goal. If a UDBE sub consultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE sub consultant if the goal is not otherwise met.

In calculating specific contract goals Placer County will utilize the California Unified Certification Program, found on the Caltrans (District 3) Local Assistance Civil Rights Website, as well as the County Business Patterns (CBP) Database through the U.S. Census Bureau to research and collect DBE and UDBE data; the search criterion is limited to UDBEs.

**Definition of UDBE** – "Underutilized Disadvantaged Business Enterprise" *The findings from the Caltrans Availability and Disparity Study revealed statistically significant underutilization in four of the six groups presumed to be disadvantaged as defined by the Code of Federal Regulations, 49 CFR Part 26. The four groups are African American, Asian Pacific American, Native American, and Women.*

If there are any questions or concerns regarding the information requested in these forms please do not hesitate to contact our Department DBE Coordinator or visit our website for additional information and guidance and links to the above mentioned websites. <http://www.placer.ca.gov/Departments/Works/DBE.aspx>.

Marla Holveck, DBE Coordinator  
3091 County Center Drive, Ste.220  
Placer County Dept of Public Works  
(530) 745-7563  
[mholveck@placer.ca.gov](mailto:mholveck@placer.ca.gov)

## **7.0 ASSIGNMENT OF WORK**

- 7.1** Individual assignments will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the awarded Consultants depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload, ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.
- 7.2** Consultant(s) will typically be required to provide, at minimum: a proposed scope of work, detailed fee and time schedule, and designated staff to be used. The fee schedule submitted in the proposal or task sheet shall be the same as the fees included in the Consultant's original proposal submittal.
- 7.3** The County may opt to assign specific projects to a firm based on the informal proposal process described in **Sections 7.1 and 7.2** above. Upon selection of the awarded firm, Consultant shall sign the County's standard contract, and will be required to provide evidence of insurance for the coverage specified in the contract. The actual scope of work and fee schedule for the specific project will be negotiated and included in the contract.
- 7.4** Consultants that fail to respond three or more times to the County's requests for informal proposals may be removed from the Qualified List at the discretion of the County.
- 7.5** The County makes no specific guarantee of a minimum or maximum number of hours or amount of services, which shall be required of any single Consultant. In addition, the inclusion of any Consultant on any "pre-qualified" list shall in no way be considered an exclusive agreement to provide service for the County.

## **8.0 ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for work from this qualified list or subsequent Blanket Purchase Order Agreements. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.



## 9.0 GENERAL TERMS & CONDITIONS

- 9.1 Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment A**.
- 9.2 Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 9.3 Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 9.4 Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 9.5 Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 9.6 Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing.
- 9.7 Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

## 10.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. It is preferred that the information be provided in the order specified. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. **Excessive information will not be considered favorably.**

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

### 10.1 Cover Letter with the following information:

- Title of this RFQ and a statement clearly indicating the area(s) of Placer County your firm wishes to be considered for (Eastern and/or Western Placer County).
- Name and Mailing Address of firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number and Fax Number
- A statement that the submitting firm will comply with nondiscrimination provisions and compliance with UDBE and DBE requirements.
- A statement that the submitting firm will perform the services as described in this RFQ, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all submittals may be considered public information. Subsequent to the award of RFQ, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letters if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

**10.2 Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact,

there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

**10.3 TAB A: Firm’s Qualifications** - Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Indicate any specialized expertise relevant to public works design. Identify the services which would be completed by your firm's staff and those services typically provided by subconsultants. Identify subconsultants proposed to supplement your firm’s staff.

**10.4 TAB B: Experience and References** – Provide a summary of the firm's experience with similar projects. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects. Include references for three of the projects stated in your summary, including date of project, contact person and phone number, and a brief description of the project that clearly demonstrates your firm’s abilities.

Describe your firm's past record on controlling costs, quality of work and established schedules by citing at least three examples of comparable projects. Identify client and project name, estimate, actual project cost, original project schedule and completion time of project.

**10.5 TAB C: Qualifications of Team** - Provide a brief summary of the qualifications/experience of each team member, including length of service with the firm and resume, and the qualifications/experience of subconsultant staff on your project team. Include an organization chart of the staff available for projects. Include a brief discussion of current project commitments made to other agencies and a table showing the percentage of time key staff members are available during the period of year 2012 through 2015. Include the necessary sub consultants to meet a range of contract specific UDBE goal requirements.

**10.6 TAB D: Project Plan** - Provide a narrative on how your firm would approach a scope of work for a typical project related to Geotechnical Engineering and how your firm can assure timely completion of projects. For eastern Placer County, your approach to water quality improvement project design and construction should be included. For both eastern and western Placer County, your approach to federal-aid roadway and bridge design and construction projects should be included.

- 10.7 TAB E: Quality Control / Quality Assurance** - Describe how your firm standardizes its project work and quality control procedures or activities to assure a high level of quality in preparation of submittals related to the work discipline. Include a discussion describing how your firm approaches federal- construction quality assurance testing.

Please provide a list of the current ASTM and Caltrans Test Certifications that your lab and testers hold for materials testing. Provide a copy of your firm's certification program including the renewal of certifications as well as obtaining new certifications as they are required.

- 10.8 TAB F: Required Statements** - Include statements of assurance in your proposal for each requirement below:

- A. Non-substitution for the designated members of the team without approval by Placer County staff (**Section 8.0**)
- B. Non-conflict of interest (**Section 9.4**)
- C. Non-collusion (**Section 9.5**)
- D. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Attachment A**). Please note that actual Certificates of Insurance are not required as part of your submittal.

**10.9 TAB G: Exceptions**

Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Sample Standard Contract (**Attachment A**). This section shall be clearly marked "Proposed Exceptions" in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**10.10 Fee Schedule**

**All Fee Schedules shall be submitted in a separate sealed envelope, clearly marked with the name of your firm, the name of this RFQ, discipline(s), and identified as "Fee Schedule for (name & number of RFQ and area(s))".** Provide a complete fee schedule for all services to be delivered, which include hourly rates for all proposed staff members.

The fee schedule provided in response to this section shall be the maximum rates to be charged during the first year of the effective period of the Qualified List(s). Any requests for rate increases after the first year shall be submitted in writing to the Procurement Services Division not less than 30 days in advance of

such rate increase. All requests for rate increases must be fully justified, and shall be competitive with the general market at the time, but in no event shall it be greater than the current Consumer Price Index as published by the U.S. Department of Labor. Placer County reserves the right to negotiate any proposed increase to the mutual satisfaction of both parties.

- A. Firms who are awarded contracts from the Qualified List will be required to submit billings on a direct expense basis, based on the terms of the Professional Services Agreement executed by the Consultant and the County for the specific project. The cost for specific projects shall generally be negotiated in accordance with the fee schedule provided by consultant in response to this Section.
- B. Consultant staff meetings shall not be billable to the County.
- C. Charges for supervision of Consultant's staff by the "Principal" or "Senior Engineer in Charge" will be approved by the County prior to performance. Charges for general supervision will only be considered for work directly related to the project and considered part of the services for which payment will be made.
- D. Time required by the Consultant to reach the designated office will not be considered part of the services for which payment will be made.

Time charged by each individual to a contract executed under this RFQ shall be documented on County approved time sheets. Billing shall be on a monthly interval as designated by the County.

## **11.0 SUBMITTAL INSTRUCTIONS**

- 11.1** One (1) original and five (5) copies of your proposal shall be submitted not later than the time and date indicated on the cover page of this RFQ. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.
- 11.2** Include in your submittal package one additional copy of your proposal, either in pdf format on a CD or on paper without tabs or staples, suitable for reproduction, so that the County may retain an electronic record of your proposal.
- 11.3** Proposals must be submitted ONLY to:

Placer County Dept. of Administrative Services  
Procurement Services Division  
2964 Richardson Drive  
Auburn, CA 95603-2640

- 11.4** Faxed and/or emailed proposals shall not be accepted.

- 11.5** The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 11.6** Late submittals shall not be accepted or considered.
- 11.7** All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFQ number and title on the outside of the parcel.
- 11.8** All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 11.9** The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 11.10** All costs associated with proposal preparation shall be borne by the offeror.
- 11.11** All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

## **12.0 EVALUATION CRITERIA**

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s) for each list:

Evaluation Criteria	Maximum Points Possible
Description of Firm qualifications (TAB A)	15
Firm's experience with similar projects (Including references), Project Cost, and Schedule Control (TAB B)	25
Qualifications/experience of staff members / subconsultants/ UDBE Goal / Good Faith Effort (Per Sections 6.0, 10.1, and TAB C)	25
Narrative of Approach to Work (TAB D)	10
Project Standardization /Quality Control and Caltrans/ASTM Test Method Certifications (Staff & Lab) (TAB E)	25
<b>Total Possible Points:</b>	<b>100</b>

Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFQ.

## **13.0 SELECTION PROCEDURE**

- 13.1** Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria.

- 13.2** The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 13.3** The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 13.4** The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

**ATTACHMENT A  
SAMPLE CONTRACT**

**PSA NO.:** \_\_\_\_\_

**ADMINISTERING AGENCY:** DEPARTMENT OF PUBLIC WORKS

**DESCRIPTION:** PROFESSIONAL SERVICES AGREEMENT (PSA) FOR  
\_\_\_\_\_

THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and \_\_\_\_\_, located in \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "CONSULTANT".

**W I T N E S S E T H**

WHEREAS, the COUNTY requires qualified professional engineering services for the geotechnical investigation, report and foundation recommendation along with plans and specifications for the \_\_\_\_\_, and related design support services, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required professional services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. **BASIS OF AGREEMENT.** CONSULTANT hereby agrees to provide professional services as an independent contractor to design, prepare construction plans, and perform related geotechnical engineering services for the \_\_\_\_\_ PROJECT as described in Exhibit "A" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.
2. **SERVICES OF CONSULTANT.** The professional services required of CONSULTANT under this agreement shall consist of the tasks as described in "Scope of Services" noted above.

CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound engineering practices. The professional services shall be performed by or shall be immediately supervised by a principal or senior



engineer, currently registered as a professional civil or geotechnical engineer in the State of California. The responsible engineer shall sign/seal all plans, specifications, estimates and engineering data furnished by him/her where appropriate indicating professional registration number.

CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this PSA as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

3. INFORMATION TO BE PROVIDED BY COUNTY. COUNTY will provide the following item to CONSULTANT. DEPENDING ON THE SPECIFIC PROJECT, THE ENGINEER MAY REVISE THIS SECTION
  - a. **(ENGINEER TO EDIT AS APPROPRIATE)** Copies of project data developed to the date of this agreement
4. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by the COUNTY's Director of Public Works and the authorized agent of the CONSULTANT.
5. TIME OF COMPLETION. **(ENGINEER TO EDIT AS APPROPRIATE)**
6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits "A", "C", and "D" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "C" up to a total maximum sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) to CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C" herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

All subcontracts in excess of \$25,000 shall contain the above provisions.

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit "C" entitled "Payment Schedule", attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often than monthly for the work performed pursuant to this agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. This contract shall be based upon (actual costs plus a fixed fee) OR (approved hourly rates) depending on funding source. All payment

requests will be subject to those items identified in Exhibit "C". The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this PSA.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Consultant to County.

All subcontracts in excess of \$25,000 shall contain the above provisions.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY, California Department of Transportation (Caltrans), the California State Bureau of Audit, and the Federal Highway Administration shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

All subcontracts in excess of \$25,000 shall contain the above provisions.

9. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract of the COUNTY'S actions on the same, except to the COUNTY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior

review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

10. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
11. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.
12. NONDISCRIMINATION. During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

The COUNTY has established a UDBE contract goal of 7.7%, expressed as a percentage of the dollar value of the agreement, for UDBE's participating in this agreement. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-1 "Notice to Proposers Disadvantaged Business Enterprise Information". If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

DBE participation shall be in accordance with Part 26, Title 49 Code of Federal Regulations, which is incorporated by reference.

The CONSULTANT shall make a good faith effort to replace an approved DBE subcontractor that is unable to perform the provisions of the agreement with another certified DBE.

The CONSULTANT shall maintain records of all subcontracts entered into with UDBE/DBE subcontractors and records of materials purchased from UDBE/DBE suppliers. Such records shall show the name and business address of each UDBE/DBE subcontractor or vendor and the total dollar amount actually paid to each UDBE/DBE subcontractor or vendor. Upon completion of the agreement, a summary of these records shall be prepared and certified correct by the CONSULTANT or his/her authorized representative, and shall be furnished to the COUNTY.

13. HOLD HARMLESS AND INDEMNIFICATION. The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT's obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT's liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT's performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, State of California Department of Transportation, Federal Highway Administration, its officers, agents, employees, and volunteers.

14. NON-ASSIGNABILITY. This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
15. INSURANCE. **MAY BE REVISED (WITH RISK MANAGEMENT APPROVAL) DEPENDING ON THE PROJECT** The CONSULTANT shall file with COUNTY concurrently herewith, a Certificate of Insurance, indicating companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

**Worker's Compensation and Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

CONSULTANT shall require all SUBCONSULTANT(S) to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**General Liability Insurance:**

CONSULTANT shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ◆ ONE MILLION DOLLARS (\$1,000,000) for Products-Completed Operations
- ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS (\$2,000,000).

**Special Claims Made Policy Form Provisions:**

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ◆ ONE MILLION DOLLARS (\$1,000,000) aggregate for Products Completed Operations
- ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the PSA in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**Conformity of Coverages:**

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

**Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, *(depending on the specific project funding, funding agencies and/or regulatory agencies may be added)* its *("their" if more than one agency)* officers, agents, employees, and volunteers are to be

covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled without first giving thirty (30) days prior written notice and (ten) days prior written notice of cancellation for non-payment of premium to the County of Placer."

### **Automobile Liability Insurance**

CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

### **Professional Liability Insurance (Errors & Omissions):**

CONSULTANT shall maintain Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

If CONSULTANT subcontracts in support of CONSULTANT's work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than ONE MILLION DOLLARS (\$1,000,000) in aggregate.

The insurance coverage provided by the CONSULTANT shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the Hold Harmless provisions herein if the policy is a claims made policy.

### **Additional Requirements**

Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

CONSULTANT'S Obligations: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. GENERAL COMPLIANCE WITH LAWS. The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
17. JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Initial venue shall be Placer County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.
18. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this PSA, including, but not limited to, providing records, time of completion, payment schedule, etc.
19. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. COUNTY may suspend or abandon, by written notice, all or a portion of the work under this agreement for any reason. CONSULTANT may request that all or a portion of the work under this agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
20. CANCELLATION. This agreement may be canceled by the Placer County Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by COUNTY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.



In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

21. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
22. DISPUTES. All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.
23. REMEDIES. In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.
24. EQUIPMENT. Prior authorization in writing by the COUNTY shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or CONSULTANTS service. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANTS Cost proposal and exceeding \$500, with prior authorization by the COUNTY, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, the cost, serial number, model identification, and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of

equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the COUNTY on request by the COUNTY.

At the conclusion of the contract or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value or sell equipment at the best price obtainable, at a public or private sale, in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determine at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the COUNTY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair marker value greater than \$5,000 is credited to the project.

Any subcontract entered into as a result of this contract shall contain all the provisions of this article.

25. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY:                   Attn: **PROJECT ENGINEER**  
Placer County Department of Public Works  
3091 County Center Drive, Suite 220  
Auburn, California 95603  
Fax: (530) **xxx-xxxx**

CONSULTANT:           Attn: **PROJECT MANAGER**  
**CONSULTANT NAME**  
**CONSULTANT ADDRESS**  
Fax: (xxx) **xxx-xxxx**

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**APPROVED AS TO PROCEDURE**

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FUNDS**

By: \_\_\_\_\_  
Auditor, Placer County

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
County Counsel, Placer County

Date: \_\_\_\_\_

**(Engineer to edit as appropriate)  
EXHIBITS:**

- A - Scope of Services
- B - Location Map
- C - Payment Schedule
- D - Consultants Standard Charge Rates

**"COUNTY"  
STATE OF CALIFORNIA  
COUNTY OF PLACER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Award of PSA No. xxxxxx**  
Authorized by the Board of Supervisors

**"CONSULTANT"**  
(Type full legal name of consultant, entity type,  
state of organization here)  
Example: XYZ Corp., Inc.  
A California Corporation OR

A Nevada Partnership

By: \_\_\_\_\_  
Officer Signature # 1  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title  
Date: \_\_\_\_\_

"If Contractor is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Contractor is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

## **EXHIBIT A**

### **PLACER COUNTY DEPARTMENT OF PUBLIC WORKS (PROJECT TITLE)**

#### **SCOPE OF SERVICES**

##### **1. Project Background**

Placer County is located north of Sacramento County, and extends east from the Sacramento Valley to the Lake Tahoe Basin at the California/Nevada Stateline. Work performed under this agreement will generally be confined to the portion of Placer County situated west of Donner Summit.

The Placer County Department of Public Works currently has a number of ongoing and new roadway and bridge design and construction projects that are being managed by County staff. The Department of Public Works has a need for various geotechnical engineering services to support the design and construction of these projects. This agreement is intended to be utilized to provide for these engineering needs on an as-needed basis.

##### **2. Items of Work**

The Consultant will perform geotechnical engineering services as required by the Placer County Director of Public Works or his assignee.

Some or all of the following specific services will be required of the Consultant. The Consultant shall coordinate with various other disciplines including Consultants performing land survey, civil engineering, hydrologic/hydraulic engineering, bridge engineering, and/or construction management/engineering. Responsibilities generally include providing geotechnical engineering services for a variety of public work projects. Specific services will include, but are not limited to; geotechnical investigation, analysis, and preparation of reports and technical memoranda including site visits, obtaining all necessary permits / notifying Underground Service Alert (USA), field exploration, laboratory testing, and preparation of applicable foundation reports in general conformance with Caltrans standards. Work for slide repair projects will also include the preparation of plans, specifications, and estimates.

Specific geotechnical engineering services will be specified by project. Deliverables will be required in English units.

##### **3. Project Management (GEOTECHNICAL)**

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the geotechnical portion of the project team

- Prepare and monitor a Work Plan & QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items
- Prepare quarterly progress reports
- Assist the County with meetings and coordination efforts with property owners
- Assist the County with the preparation of Board of Supervisors' memoranda / correspondence

*Prepare and Monitor Workplan:* The CONSULTANT will prepare, negotiate, and monitor a workplan which includes the scope of work, fee, the terms of the professional services agreement and other contractual requirements.

*Quarterly Progress Reports:* As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

*Quality Control / Quality Assurance:* The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements.

#### **4. Preliminary Foundation Report (PFR)**

To support the preliminary design phase of the project, CONSULTANT will prepare a PFR in general accordance with Caltrans guidelines (Guidelines for Foundation Investigations and Reports, Most Recent Version). The purpose of the PFR will be to document existing conditions, make preliminary foundation recommendations, and fine-tune the scope of additional design-level geotechnical investigations. Preparation of the PFR will be based on literature review, aerial photograph interpretation, review of as-built data, review of existing geotechnical documents, and site reconnaissance. The PFR will include the following:

- ✓ Summary of site geology and anticipated subsurface conditions
- ✓ Project location description
- ✓ Summary of as-built data
- ✓ Preliminary Scour Evaluation based on Hydrology/Hydraulic and geotechnical information available
- ✓ Seismic study
- ✓ Initial liquefaction potential assessment
- ✓ Initial corrosion evaluation
- ✓ Preliminary foundation recommendations
- ✓ Recommended additional field work and laboratory testing

#### **5. Geotechnical Investigation and Foundation Report (FR)**

Following project alternative selection, CONSULTANT will perform a design-level geotechnical investigation and prepare a FR in accordance with Caltrans guidelines (Guidelines for Foundation Investigations and Reports, Most Recent Version). CONSULTANT will perform the following scope of services.

#### Pre-field Activities

- ✓ Review the PFR.
- ✓ Review design plans to determine exploratory boring locations.
- ✓ Perform a site reconnaissance to review project limits, determine drill rig access and mark out exploratory boring locations for subsequent utility clearance.
- ✓ Submit requisite fees, prepare applications, and obtain permits from the following agencies, as necessary:
  1. Boring Permit – Placer County Environmental Health Department.
  2. Encroachment Permit – Placer County.
  3. Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48-hours (as required by law) prior to performing exploratory excavations at the site.
- ✓ Retain the services of a California C57-licensed drilling subcontractor to perform exploratory borings, likely utilizing a coring rig.
- ✓ Retain the service of a geophysicist for conducting a seismic refraction survey subsurface site characterization (if needed)

#### Field Exploration Program

- ✓ Provide traffic control measures (if needed)
- ✓ Advance an appropriate number of exploratory borings.
- ✓ Perform Standard Penetration Test (SPT) sampling at selected depths. Obtain relatively undisturbed samples using a California sampler.
- ✓ Log borings in accordance with Caltrans guidelines.
- ✓ Upon completion, backfill borings in accordance with County permit requirements. Excess drill cuttings will be spread onsite or off-hauled as required.

#### Laboratory Testing Program

To evaluate the index and engineering properties of the prevailing subsurface conditions, we anticipate performing the following laboratory tests:

- ✓ In-situ Moisture/Density, American Society for Testing and Materials (ASTM) D2937 Test Procedure
- ✓ Grain Size Distribution, ASTM D1140 and D422
- ✓ Atterberg Limits, ASTM D4318
- ✓ Expansion Index, ASTM D4829
- ✓ Maximum Dry Density/Optimum Moisture Content, ASTM D1557
- ✓ Soil Corrosion Parameters (pH, Resistivity, Sulfate, Chloride), Caltrans Test Methods (CAL) 417, 422 and 643
- ✓ Resistance Value (R-Value), CAL 301

#### Engineering Analysis and Report Preparation

CONSULTANT will analyze field and laboratory data and prepare a FR in accordance with Caltrans guidelines. The FR will include (but not be limited to) the following:

- ✓ Summary of scope of work

- ✓ Project description
- ✓ Field exploration program summary
- ✓ Laboratory testing program
- ✓ Site geology and subsurface conditions
- ✓ Geologic profiles and engineering parameters
- ✓ Scour Evaluation will incorporate the hydraulic findings outlined in the structure Hydrology/Hydraulics Report with geologic and geotechnical information and provide recommendations regarding the depth of potentially scourable material.
- ✓ Seismic study (in accordance with Caltrans Seismic Design Criteria, Version 1.3)
- ✓ Liquefaction evaluation
- ✓ Corrosion evaluation
- ✓ Foundation recommendations
- ✓ Slope stability analysis
- ✓ Construction considerations
- ✓ Log of Test Boring (LOTB) sheets

## 6. Prepare Preliminary Engineering & Project Design Reports

This task includes work required to develop and study alternatives and to support the development of a preferred project design concept for environmental approval, permitting and final design. This work includes the following:

Prepare Preliminary Retaining Wall Design / Slide Repair: This task includes work required to develop three retaining wall and/or slide repair concepts including the following:

Prepare Preliminary Drawings: Prepare drawings that include preliminary plan, elevation, and a typical section for retaining wall / slide repair alternatives.

Prepare Retaining Wall / Slide Repair Planning Estimates: Prepare an engineer's estimate of probable cost for each wall and/or repair option. Costs will be based on preliminary quantities developed in general conformance with Caltrans standards and will include approximately 25% contingency.

Prepare Draft and Final Project Memorandum: Prepare a short technical memorandum that includes:

- Summary of the components of each alternative
- Discussion of the pros & cons of each alternative
- Preliminary Quantities and Estimated Construction Cost for each alternative
- Recommended Alternative for Final Design
- List of design decisions needed by the County
- List of issues that will be resolved during final design

## 7. Prepare Draft & Final Plans, Specifications, & Estimates (PS&E)

Upon approval of the design memorandum, the CONSULTANT will prepare and submit the draft plans, specifications, and estimate to the County.

Retaining Wall Design: CONSULTANT will prepare geotechnical and structural calculations and retaining wall and/or slide repair plans for the roadway and/or wall type and configuration agreed upon during the Preliminary Engineering task. This submittal will

represent a complete, unchecked set of construction documents to be submitted to the County.

Engineer's Estimates of Probable Construction Cost: CONSULTANT will provide cost estimates at the draft PS&E design submittal. The CONSULTANT will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County's cost data.

Contract Specifications / Special Provisions: CONSULTANT will prepare the contract Special Provisions for the project based in General on Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

## **8. Services During Construction**

The CONSULTANT will need to be involved during construction of the project provide the services described below:

- Clarification and information about the PS&E package and/or geotechnical report during advertising and construction
- Assistance in the preparation of any required addenda to the plans and specifications during the advertisement period
- Review and comment on contract change orders.
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents
- CONSULTANT shall provide one set of reproducible record drawings (Mylar), which clearly identify those changes made during construction (Record Drawings). Record redline drawings kept by the COUNTY will be provided to the CONSULTANT for drafting after completion of construction.

## **9. Materials Testing Services**

The CONSULTANT may be requested to provide materials sampling and testing services to support the County's Quality Assurance Program. As part of this service, the Consultant shall demonstrate that they have obtained and maintain the appropriate certifications for both staff and laboratory services. These certificates may include, but are not limited to the following:

- Caltrans Test Methods for Hot Mix Asphalt and Open Graded Hot Mix Asphalt.
- Caltrans Test Methods for Portland Cement Concrete.
- Caltrans Test Methods for Aggregate Base, Soil Compaction and density.
- CONSULTANT shall provide one copy of each certificate for each employee designated to sample for tests along with the certificates for the laboratory and laboratory technician prior to performing any work on a project.

Staff meetings of the Consultant will not be considered as a part of services for which payment will be made.



Time required by the Consultant to reach the DPW Office in Auburn, or another designated construction office, will not be considered part of the services which payment will be made. Vehicle cost, safety equipment, and other tools and appurtenances necessary to perform inspection services shall be included in the hourly rate for the inspector, and no other payment is to be made for such items. These terms do not relieve the Consultant of the provisions of RFQ No. 10127.

Charges for supervision by the "Principal" or "Senior Civil Engineer in Charge" will only be considered for work directly related to the Project. Charges for general supervision or administrative services will not be considered part of the services which payment will be made.

If service performed by the Consultant is determined to be on a "Public Works" project as defined by California Labor Code section 1720, the Consultant and all Subconsultants shall comply with California Labor Code Sections 1774, 1775, 1776, and related codes including the submission of certified payroll.

***This Exhibit to be created in AutoCad format***

**EXHIBIT B**  
(PROJECT SPECIFIC)  
**LOCATION MAP**

## EXHIBIT C

PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
(PROJECT TITLE)

### PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. Invoices shall also differentiate between participating and non-participating Federal-Aid work. All payment requests shall be subject to the following budget:

Task No.	Description	Original Agreement Amount	Total Project (includes all amendments and contingencies)
1	Phase 1 Preliminary Engineering	\$	\$
2	Phase 2 Final Design	--	\$
3	Phase 3 Services During Construction	--	\$
Total		\$	\$

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described within Exhibit A, Scope of Services. The County shall release for payment the ten percent (10%) withheld, upon satisfactory completing all tasks, including those deliverable items identified under Exhibit A, Scope of Services, attached to this agreement.

Total expenditures made under this agreement, including the fixed fee shall not exceed the sum of **XXXXXXXXX DOLLARS (\$X,XXX)** without modification to the agreement signed by both parties. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to COUNTY, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:
  - 1. the amount of securities to be deposited,
  - 2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
  - 3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
  - 4. decrease in the value of the securities on deposit,
  - 5. the termination of the escrow upon completion of the agreement.

**EXHIBIT D**

COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS  
(PROJECT TITLE)

**CONSULTANT STANDARD CHARGE RATES**

**Consultant Name**

<b><i>Labor Classification</i></b>	<b><i>Hourly Rate</i></b>
Project Manager	\$XXX
Project Engineer	\$XXX
Senior Engineer	\$XXX
Associate Engineer	\$XXX
Assistant Engineer	\$XXX
Detailer	\$XXX
Public Outreach	\$XXX
Admin / Clerical	\$XXX

**Sub-Consultant Name**

<b><i>Labor Classification</i></b>	<b><i>Hourly Rate</i></b>
Associate Principal	\$XXX
Environmental Scientist	\$XXX
Environmental Specialist IV	\$XXX
Environmental Specialist III	\$XXX
Environmental Specialist II	\$XXX
Environmental Specialist	\$XXX
Graphic Artist	\$XXX

**Sub-Consultant**

<b><i>Labor Classification</i></b>	<b><i>Hourly Rate</i></b>
Licensed Surveyor	\$XXX
Project Surveyor	\$XXX
2-Man Survey Crew	\$XXX

**ATTACHMENT B  
DBE/UDBE Forms**

**EXHIBIT 10-I  
Notice to Bidders/Proposers Disadvantaged Business Enterprise Information**

**LOCAL AGENCY LETTERHEAD  
(DATE)**

**NOTICE TO BIDDERS/PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE**

**REQUIREMENTS AND INSTRUCTIONS**

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF UDBE and DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O-(1)) form shall be included in the Request for Proposal. In order for a bidder/proposer to be considered responsible and responsive, the bidder must make good faith efforts to meet the goal established for the contract. If the goal is not met, the bidder/proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information" (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

#### **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database,

please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

- C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation



charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is a UDBE, credit will count towards the UDBE goal, under the following conditions:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement. E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**Exhibit 10-O (1)**

**Local Agency Bidder/Proposer UDBE Commitment (Consultant Contracts)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID DATE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

\_\_\_\_\_  
Print Name                      Signature                      Date

Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed  
Participation

\$ \_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date                      (Area Code) Tel. No.

\_\_\_\_\_  
Person to Contact                      (Please Type or Print)

**For Caltrans Review:**

\_\_\_\_\_  
Print Name                      Signature                      Date

Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 03/09)

- Distribution:
- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
  - (2) Copy -- Include in award package to Caltrans District Local Assistance
  - (3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER/PROPOSER- UDBE COMMITMENT  
(CONSULTANT CONTRACTS) (Revised 06/08)**

**ALL BIDDERS:**

**PLEASE NOTE:** It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of UDBE certified contractors to perform the work (must be certified on the date bids are opened and include UDBE address and phone number). Enter UDBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by UDBEs including work performed by its own forces.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms.

Exhibit 10-O (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Distribution:

- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
- (2) Copy -- Include in award package to Caltrans District Local Assistance
- (3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER/PROPOSER-DBE INFORMATION (CONSULTANT CONTRACTS) (Revised 03/09)**

**ALL BIDDERS:**

The form requires specific information regarding the construction contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Bid Date, and Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.

Enter the Total Claimed DBE Participation dollars and percentage amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## UDBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date  
\_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is

the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contract	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
(DBE), FIRST-TIER SUBCONTRACTORS**

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____ UDBE			TOTAL	\$	\$	\$	\$	\$		BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit.  
If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Copy Distribution-Local Agency contracts:

**Original** - District Construction

**Original** - District Local Assistance Engineer  
(submitted with the Report of Expenditure)

**Copy**- Business Enterprise Program

**Copy**- District Local Assistance Engineer

**Copy**- Contractor

**Copy**- Local Agency file

**Copy** Resident Engineer

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

<b>DBE Program Status</b>	<b>Column to be used</b>
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.